

COLLECTIVE BARGAINING AGREEMENT

**EFFECTIVE JANUARY 1, 1995
THROUGH DECEMBER 31, 1997**

BETWEEN

THE BOROUGH OF MOONACHIE

AND

**DEPARTMENT OF PUBLIC WORKS EMPLOYEES
OF THE
MOONACHIE DPW/DISPATCHERS
ASSOCIATION**

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AGREEMENT

PREAMBLE

0.01 THIS AGREEMENT made this day of
1995, by and between the BOROUGH OF MOONACHIE, a body
politic and corporate of the State of New Jersey,
hereinafter referred to as "The Employer" and the
DEPARTMENT OF PUBLIC WORKS EMPLOYEES OF THE MOONACHIE
DPW/DISPATCHERS ASSOCIATION, hereinafter referred to as
the "Union".

WHEREAS, the Employer and the Union recognize that it
will be to the benefit of both to promote mutual
understanding and foster a harmonious relationship between
the parties to the end that continuous and efficient
service will be result therefrom; and

WHEREAS, the parties represent that the within
Agreement represents the complete and final understanding of all
bargainable issues between the Employer and the Union.

NOW, THEREFORE, it is agreed as follows:

1.00 EMPLOYEES' BASIC RIGHTS

1.01 Whenever the term "Employee" or "Employees" is used herein it shall be construed to mean those employees covered by this Agreement.

1.02 There shall be no discrimination, interference or coercion by the Employer or any of its agents against employees represented by the Union because of membership or activity in the Union. This Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex or nation origin.

1.03 No employee shall be compelled to join the Union but shall have the option to voluntarily join said Union.

1.04 It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Union, said withdrawal shall only be permitted on January 1. In the exercise of that right, neither party, nor any of the agents shall discriminate, coerce or otherwise interfere with employees.

1.05 If an employee does not become a member of the Union during any membership year (i.e.: from September 1st to the following August 31st) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

1.06 Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

1.07 In order to adequately off-set the per capita cost of service rendered by the Union as majority representative, the representation fee shall be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its members, and the representation fee has been set at eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law.

1.08 Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with Paragraph 1.09 below, the full amount of the representation fee

and promptly will transmit the amount so deducted to the Union.

1.09 The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin the first paycheck paid.

- (a) Ten (10) days after receipt of the aforesaid list by the Employer; or
- (b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, which is later.

1.10 If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this article, the Employer will deduct the unpaid portion of the fee (on a pro-rated basis) from the last paycheck paid to said employee during the membership year in question.

1.11 Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

1.12 The Union will notify the Employer in writing, of any changes in the list provided for in 1.08 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received-said notice.

1.13 This article is subject to the laws of the State of New Jersey and the Federal Government with respect to its application to the Collective Bargaining Unit.

2.00 EXCLUSIVITY OF PARTIES

2.01 The parties represent and acknowledge that each shall remain the exclusive bargaining agent respectively during the term of this Agreement for the titles of employees covered hereunder.

3.00 UNION RECOGNITION

3.01 The employer recognizes the Union as the exclusive Collective Bargaining Agent as certified on March 10, 1989, by the New Jersey Public Employment relations Commissions for the purpose of collective negotiations with respect to all the proper negotiable items of employment for all employees of the Department of Public Works of the Borough of Moonachie, excluding those classes of employees as set forth in the certification notice attached hereto and made a part hereof as Schedule "A". The Employer further recognizes that the Union known as Merchandise Drivers Local 641, I.B.T., AFL-CIO has disengaged itself as the collective bargaining agent for the Unit as per correspondence dated July 26, 1991, attached hereto as Schedule "D". In accordance therewith, the Employer has modified the formal Recognition Resolution of the Unit by Recognition Document attached hereto as Schedule "F" in response to the Unit's request dated August 22, 1991 and attached hereto as Schedule "E".

3.02 The term "Employees" as used herein shall be defined to include the plural as well as the singular, as to include females as well as males.

3.03 For the purposes of this Agreement part-time employees as defined in Article 12.00 herein shall not be construed to be part of this Agreement and as such shall not enjoy the rights and obligations hereunder. This exclusion shall apply to Union members who are part of this contract but who may be employed by the Employer in a part-time or temporary capacity in a position other than such employee's regular title in accordance with Section 12.09 hereafter.

3.04 For purposes of this Agreement, the word "Union" shall be used interchangeably with the word "Unit."

4.00 UNION REPRESENTATIVES & CONDUCTING UNION BUSINESS

4.01 The Employer recognizes the right of the Union to designate two representatives the enforcement of this Agreement.

4.02 The Union shall furnish the Employer in writing the names of the two representatives and notify the Employer of any changes.

4.03 The authority of the two representatives so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers.

4.04 Only one designated Union representatives shall be granted time with pay during working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on said grievances with Employer officials, provided prior arrangements are made with the Employer.

4.05 No Union member or officer or authorized representative shall conduct any Union business on Employer time except as specified in this Agreement.

4.06 No Union meetings shall be held on Employer time or in Employer facilities unless specifically authorized by the Employer.

4.07 The Employer reserves the right to deny the Union representatives permission to conduct Union business on Employer time as outlined in this Article if said accuracy seriously interferes with the Employer's operations.

5.00 DUES CHECK-OFF

5.01 Upon presentation to the Employer of a dues check-off card signed by individual Employees, the Employer will deduct from such Employee's periodic salaries the amount set forth on said dues check-off authorization card.

5.02 Thereafter, the Employer will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to the Union representative entitled to receive same.

5.03 The said Union representative shall be appointed by Resolution of the Union and certified to the Employer by the Union.

6.00 EXISTING LAW

6.01 The provisions of this Agreement shall be subject to existing law. This Agreement shall be subordinate to any and all laws of any pertinent governmental agency when same shall conflict with such law.

7.00 MAINTENANCE OR WORK OPERATIONS

7.01 The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slow down during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.

7.02 It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the employer. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of the Agreement.

8.00 PRESERVATION OF RIGHTS

8.01 The Borough of Moonachie hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including, but without limiting, the generality of the foregoing, the following rights:

- (a) To the executive management and administrative control of Borough Government and its properties and facilities and the activities of its employees.
- (b) To hire all employees, and subject to the provisions of Law, to determine their qualifications and conditions for continued employment and assignment and to promote and transfer employees.
- (c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.
- (d) To establish employee work schedules.

8.02 Nothing contained herein shall be construed to deny or restrict the Employer of its power, authority, duties, rights and responsibilities under Titles 40 and 40A of the Statutes of New Jersey, N.J.S.A. 34:13A-1, et seq. or any other national, State, County, local or other applicable Law.

8.03 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the New Jersey and of the United States.

9.00 COLLECTIVE NEGOTIATING PROCEDURE

9.01 Collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized negotiating agents of each of the parties. Ordinarily not more than two (2) representatives of each party shall participate in collective negotiating meetings. Additional persons may be permitted upon mutual agreement of the parties.

9.02 Collective negotiating meetings shall be held at time and places mutually convenient at the request of either the Employer or the Union in accordance with time frames stipulated by law or sooner if the parties agree.

9.03 In the event any negotiating meetings are scheduled during any part of the working day, employees of the Employer may be designated by the Union to participate in such negotiating meetings. Up to a maximum of two (2) will be excused from their Borough work assignments by the Employer provided their absence will not seriously interfere with the Employer's operations.

9.04 The duly authorized negotiating agents of either the Employer or the Union are not required to be employees of the Employer

10.00 GRIEVANCE PROCEDURE

10.01 To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.

10.02 The procedure for a settlement of grievances shall be as follows:

1. Step One

In the event that any employee covered by this Agreement has a grievance, within four (4) working days of the occurrence of the event being grieved, the employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

2. Step Two

If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing to the Superintendent of Public Works. The Superintendent shall render a decision within five (5) working days after the grievance was first presented to him.

3. Step Three

If the Union wishes to appeal the decisions of the Superintendent, it shall be presented in writing to the Borough Administrator, or his delegated representative, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator or his authorized representative may give the Union the opportunity to be heard and will give his decision in writing within ten (10) working days of receipt of the written grievance.

4. Arbitration

- (a) If no satisfactory resolution for the grievance is reached at Step Three, then within five (5) working days the grievance shall be referred to P.E.R.C. for the

selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

- (b) The Arbitrator shall have no authority to add to or subtract from the Agreement.
- (c) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough Administrator on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Department of Personnel of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Department of Personnel review and decision.
- (d) Any employee covered by this Agreement may have the right to process his own grievance with or without his Union representative.
- (e) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step of the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or constrict the time limits provided for processing the grievance at any step in the Grievance Procedure.

11.00 SALARIES

11.01 The base annual salaries of all Employees covered by this Agreement shall be set forth in Schedule "B" attached hereto and made a part hereof.

11.02 The base annual salary guide for 1995 shall be deemed to be retroactive to January 1, 1995. Any retroactive monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as is practicable.

11.03 Entitlement to salary increments shall accrue as of January 1 of each year. However, new employees hired after June 30th shall not be entitled to any increment until January 1st of the second year of their employment.

12.00 WORK DAY & WORK WEEK

12.01 The Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part-time work. Part-time workers may be hired by the Employer but may not be so hired to avoid paying overtime to full-time Department of Public Works employees.

Part-time employees shall be construed as any employee who works less than thirty (30) hours per week.

12.02 The basic work shall consist of forty (40) hours from Monday through Friday inclusive. The work day shall begin at 7:00 am and ending at 3:00 pm. The basic work day shall consist of eight (8) hours per day, including a thirty (30) minutes of paid meal time per day, and in addition thereto two (2) coffee breaks of fifteen (15) minutes each; one such break shall occur mid-morning and the second such break shall occur mid-afternoon. There shall be a total of fifteen (15) minutes travel time to and from lunch.

12.03 The normal starting time shall be 7:00 a.m. and quitting time 3:00 p.m. Lunch shall be from 11:30 until 12:00 noon.

12.04 Upon an employee reporting to work for a regular eight (8) hour day, said employee shall be guaranteed eight (8) hours of work time except if such employee leaves work unexcused or is determined to be unfit to work by his supervisor. This section shall not apply to overtime assignments.

13.00 HOURLY RATE

13.01 To compute the base hourly rate of an Employee for overtime or any other purpose under this Agreement, the Employee's yearly base salary shall be divided by 2,080 hours.

14.00 JURY DUTY

14.01 Any full-time employee covered under this Agreement shall be excused from his/her employment on all days he/she is required to be present in Court in response to a Summons for Jury Service.

14.02 Any employee so excused shall receive his/her usual compensation for each day he/she is on Jury Service less the amount of per diem fee he/she receives as show on a statement issued to the Juror by the Sheriff or other Court officer making payment of Juror fees.

15.00 RECALL TIME

15.01 Any Employee who is called back to work after having completed his regularly scheduled work day shall be compensated at time and one-half (1/2), Monday through Friday; time and one-half (1-1/2) on Saturday and Sunday; double time (2) on holidays, inclusive of holiday pay. In such event a minimum guarantee of three (3) hours work on Monday through Saturday and four (4) hours of work on Sundays and holidays or pay in lieu thereof shall be provided to such recalled employees. Time shall be commenced when the employee arrives at the Borough facility or other designated work site; it shall never include travel time from home; the minimum guarantee of hours herein commences on the execution (signing) date of this Agreement and is not retroactive.

15.02 This paragraph shall apply to regularly scheduled overtime on Saturday and Sundays.

16.00 OVERTIME

16.01 Overtime is defined as work in excess of the standard daily or weekly schedule.

16.02 It is recognized that the needs of the Employer may require overtime work beyond the employees standard daily or weekly schedule. The amount of and the schedule for working such overtime shall be established by the Employer and employees shall work such overtime. Employees who fail to report for scheduled overtime will forfeit their next scheduled overtime opportunity.

16.03 Employees who work overtime shall be compensated as follows:

1. Time and one-half (1-1/2) for:
 - A. Work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) week.
 - B. Work performed on a regularly scheduled day off.
 - C. Work performed on Saturdays, Sundays, and Holidays except for those employees regularly scheduled to work on such days.
 - D. Work performed prior to the normal starting time up to the commencement of the regular work day.

16.04 Any overtime compensation required to be paid hereunder shall be paid to an employee at the next possible pay period after said overtime is earned.

16.05 When an employee receives sick pay, vacation pay or other paid leave during the standard work week, those hours shall be included in the computation of overtime for that period to determine whether the employee is entitled to premium pay for those hours.

16.06 The Employer will make every effort to equalize overtime by classification whenever possible. It is understood that the principle seniority as outlined Article 31.00 will be applied as a factor in this Article.

16.07 An overtime list to assist in equalization of overtime as outlined in Section 16.06 of this Article shall be developed and maintained as follows:

1. Overtime shall be assigned by the Superintendent or his designee on a rotating basis according to seniority providing the employee is qualified to

perform the assigned task.

2. An initial list shall be posted by the Superintendent, or his designee with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, his name shall be placed on the bottom of the overtime list.
3. If an employee does not choose to be considered for any overtime, he shall so indicate to the Superintendent or his designee in writing and thereafter overtime work shall not be offered to him or her. In the event that thereafter the employee shall desire to have his or her name again placed on the overtime list, he or she shall notify the Superintendent, or his designee in writing and his or her name shall thereafter be restored to the bottom of the said list.

16.08 Employees shall be notified before the end of the regular work day on Friday (unless in the case of emergency or unforeseen circumstance) as to whether they will be scheduled for work on the next succeeding Saturday and/or Sunday for overtime work.

17.00 VACATIONS

17.01 Each employee shall receive vacation time during the calendar year based on the following schedule:

(a) During the first year of service - one (1) working day per month.

(b) After one (1) year of service and through the fourth (4th) year of service - twelve (12) working days:

(c) After four (4) years of service and through the ninth (9th) year of service = fifteen (15) working days.

(d) After nine (9) years of service and through the nineteenth (19th) year of service - twenty (20) working days.

(e) After nineteen (19) years of service - twenty-five (25) working days.

17.02 New employees in their first year of service will be permitted to take their vacation leave as earned.

17.03 Beginning January 1 of each successive year of employment, employees shall be permitted to use in advance of earning the full amount of vacation leave for that year. Any vacation time "borrowed" under this policy must be earned back by the last pay period of that calendar year. If this is not done and a negative vacation balance results, it will be deducted from the employee's pay. In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustments will be made on the employee's final payment.

17.04 The Superintendent of Public Work shall insure all vacation time is taken before December 31st of each year; vacation-time shall not accrue from year to year.

17.05 If an employee resigns with proper notice or plans to retire, the employee shall be entitled to earned and unused vacation leave as of the effective date of termination.

17.06 If an employee shall die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his estate.

17.07 The salary paid to any employee while on vacation leave will be same amount the employee would have earned while working regular straight time hours during vacation.

17.08 Employees on approved paid vacation leave will

continue to accrue vacation leave according to length of service and regular work schedule.

17.09 If a holiday observed by the Employer occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and an equivalent day off shall be granted.

17.10 Every effort is made to arrange vacation scheduled to meet the individual desire of all employees. When there is conflict in dates of proposed vacation schedules, preference shall be give to employees according to seniority. All requests for vacation leave must be approved by the Employer. The Employer may require that vacations be scheduled in other than the summer months when the needs of the Borough require it.

17.11 Employees shall receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and providing that at least a one-week vacation is to be taken, and the employee has notified the Employer in writing at least thirty (30) days prior to the commencement of the vacation.

17.12 If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post-hospital recuperation period charged against sick leave at his option

17.13 Effective January 1, 1996, all employees are entitled to use a total of five (5) vacation days without prior notice. These days are taken from their current annual allotment and are not additional days.

18.00 PERSONAL LEAVE

18.01 Employees with more than one (1) year of service may take three (3) personal days per calendar year which shall not be charged against accumulated sick time. In addition, each said employee may take one (1) additional personal day which said day shall be charged against accumulated sick time.

18.02 Employees must give the Employer twenty-four (24) hours notice (except incase of documented emergency) of their intention to take a personal day and must receive approval from the Employer to insure that the said Employer has adequate personnel on hand to perform all necessary functions.

18.03 Personal leave time shall be granted in units of not less than eight (8) hours for each occasion unless otherwise agreed to by the Employer.

18.04 The said personal leave days shall be non-cumulative.

19.00 HOLIDAYS

19.01 The following days are designated as paid for all full time employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

19.02 In the event any of the aforementioned holidays shall fall on a Saturday, it shall be celebrated on the Friday immediately preceding it; and in the event any of the aforementioned holidays shall fall on a Sunday, it shall be celebrated on Monday immediately following it.

19.03 Employees are required to work the last day prior to the holiday and the first work day following the holiday in order to be paid for the holiday unless their absence is excused by the Employer in accordance with established Borough policy. A physician's certificate will be required in the event that the employee contends that sickness or injury caused said employee's absence for such required days.

19.04 Holidays falling within a period of approved paid absence or a normal day off will entitle the employee to be paid for such holidays or receive an additional day off. Periods of approved paid absence are sick leave, injury leave, terminal leave, jury duty leave, vacation leave and funeral leave.

19.05 Holidays falling during an unpaid leave of absence will not be credited.

20.00 SICK LEAVE

20.01 All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one and a quarter (1-1/4) working days for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in each calendar year thereafter which shall accumulate from year to year. If the employee begins work after the tenth day of the month, sick leave is not earned for that month.

20.02 Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease.

20.03 Sick leave must be earned before it can be used except that the Employer may grant sick leave in advance on a case-by-case basis. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.

20.04 In order to receive compensation while absent on sick leave the employee shall notify his/her supervisor, within thirty (30) minutes after the time set for him/her to begin his/her daily schedule. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. It is agreed, however, that unusual circumstances will be considered on a case-by-case basis. An employee who is absent for five (5) consecutive days or more and does not notify his/her department head or some responsible representative of the Employer on any of the first five (5) days will be subject to dismissal in accordance with the Department of Personnel rules.

20.05 A sick day shall be charged for actual hours not worked.

20.06 An employee who shall be absent on sick leave for three (3)-or more consecutive working days shall be required to submit acceptable medical evidence substantiating this illness.

20.07 The Employer may require proof of illness of an employee in such leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause of disciplinary action.

21.00 INJURY OR DISABILITY

21.01 Injury leave as distinguished from sick leave shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing duties and which is compensable under the Workers Compensation Statutes or any policy or workers compensation insurance applicable to the said employee.

21.02 The employee shall present evidence that he/she is unable to work in the form of a certificate from a physician chosen by the Employer and forwarded to the Borough Clerk within seventy-two (72) hours of the injury or illness or within such reasonable time as the circumstances may require. The Employer may reasonably require that such certificates be presented from time to time during the course of the illness or injury.

21.03 All injured on duty leave shall terminate when the physician appointed by the Employer reports in writing that the employee is fit to perform the regular duties of the position held by the employee.

21.04 In the event the employee through his own independent physician contends that he is entitled to a period of disability beyond the period established by the Employer's treating physician, then and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers Compensation establishing such further period of disability and such finding by the Division of Workers Compensation or by the final decision of the last reviewing Court which shall be binding upon the parties.

21.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound to the decision of an appropriate workers compensation judgment or if there is an appeal therefrom, the final decision of the last reviewing Court.

21.06 After all injury leave is used as set forth in Section 21.07 below, the employee may be granted additional injury leave only upon unilateral approval of the Employer. After all injury leave is used, the employee may elect to use any sick leave, vacation or personal leave time due at the time of the injury and shall then be governed by other appropriate provisions of this Contract.

21.07 Use of Injury Leave - Employees absent from duty due to an accident, illness or injury compensable under the Workers Compensation Statutes or any policy or workers compensation insurance applicable to the said employees and who have completed their (3) months service with the Employer will be

compensated by the Employer at the regular base rate pay for a period not in excess of ninety (90) working days for each new and separate injury. Payments shall be made by check issued by the Employer in the full sum of the employee's base salary. Any amount of wage type temporary disability received by the employee for such injury shall be endorsed over to the Employer or credited against the employee's wage whichever method is applicable.

21.08 Subject to it being permitted to do so by applicable Federal and State law or regulation, the Employer shall record that portion of the salary checks equal to the amount of the compensation checks covering partial disability (also known as injury leave) and shall notify the employees in writing at the conclusion of each year of the amounts of such partial disability income.

21.09 Contested Injuries:

1. Charges may be made against sick leave accrual, if any, in any case where the Employer is contesting the employee's eligibility for injury leave.
2. In the event that the Workers Compensation Division determines in favor of the employee, sick leave surcharged shall be recredited to the employee's sick leave accrual balance.
3. In the event eligibility for payment is denied by the Workers Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave thereafter.
4. It is understood that it is the responsibility of the employee to file the appropriate petition in a timely fashion under this paragraph.

21.10 Medical Proofs - In order to limit the obligation of the Employer for each work connected injury, the Employer may require the employee to furnish medical proof or submit medical examination by the Employer at its expense to determine whether an injury is compensable under this Section.

22.00 BEREAVEMENT LEAVE

22.01 All permanent full time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family and one (1) additional (1) days leave for such other relative as may be approved by the Employer. Proper notification shall be given to the Employer as soon as possible after the death.

22.02 Immediate family shall include spouse, children, parents, brothers, sisters and grandparents.

22.03 An employee must actually attend the funeral in order to be entitled to leave under this provision.

22.04 In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Employer. An extension of funeral leave beyond the number of days permitted under Section 22.01 above, shall be charged to an employee's vacation or personal leave at the option of the employee.

23.00 LEAVE OF ABSENCE

23.01 Any full-time employee covered by this Agreement may take a leave of absence without pay from Borough duties, if recommendation therefor is given by the Superintendent of Public Works or designated representative and approval is granted by the Mayor and Council.

23.02 The leave of absence shall not exceed thirty (30) days. The Employer will not unreasonably deny an employee's request for such leave of absence.

23.03 The employee shall submit in writing all facts bearing on the request to the Superintendent of Public Works or designated representative who shall append his recommendations and forward the request to the Borough Council. The Borough Council shall consider each case on its merits and without establishing a precedent.

23.04 This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

23.05 At the expiration of such leave, the employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

23.06 Seniority shall be retained and shall accumulate during all leaves.

23.07 During the period of said leave, the Employer shall be under no obligation to pay for the benefits provided in this Agreement.

23.08 The employee shall sign a statement that during the period of the leave of absence, he/she shall not engage in any paid outside employment. False representation in this regard will be cause for termination.

24.00 MEDICAL COVERAGE

24.01 The Employer will provide and pay for medical insurance for Employees covered by this Agreement and their families of the same type and in the same amounts as presently existed on the effective date of this Contract and which said coverage is evidenced by the Summary Plan attached hereto and made a party hereof as Schedule C.

24.02 The Employer shall have the option of securing equivalent coverage from another insurance company

24.03 The Employer shall provide and pay for the said medical insurance for retired employees and their spouse only who are covered by this Agreement of the same type and the same amount which existed on the effective date of this Contract subject however to the following limitations:

1. The employee has provided twenty-five (25) years of service to the Employer or has retired on a disability arising in the course of the employee's employment.

2. Coverage is restricted to the employee and the employee's spouse or any other dependent as defined in the policy of insurance in the event of a disability retirement.

3. All such coverage shall terminate upon the employee reaching the age of sixty-five (65) years or qualifying for any type of Government Health Insurance Program such as Medicare or the like.

4. No coverage will be provided where the employee or spouse has coverage through another medical plan unless the spouse's coverage is less beneficial than employee's coverage in which case Employer's insurance policy shall be primary.

5. The employee must certify annually that he or she and his or her spouse do not have coverage through another medical plan.

24.04 The Employer shall continue to provide a dental plan covering employees and their dependents. The plan shall be implemented is set forth as Schedule C to this Agreement. The Employer shall bear the full cost of the plan. The Employer shall have the option of securing equivalent coverage from another insurance company. The Union shall be advised of any such decision and shall be given a copy of all such insurance information. This provision shall not apply to retirees.

25.00 PERSONNEL FILES

25.01 A separate personnel history file shall be established and maintained for each Employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Borough Clerk or the Borough Clerk's designated representative.

25.02 Any member of the Union may by appointment review his personnel file but this appointment for review must be made through the Employer.

25.03 Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

25.04 All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

26.00 MILITARY SERVICE

26.01 Military Duty Leave:

1. Any full-time employee covered by this Agreement shall be entitled to a leave of absence without pay if the employee is required to serve actively in any component of the Armed Forces of the United States or the State of New Jersey.

2. Military duty leave may extend to three (3) months after the employee's release from the required military service. This three (3) months period shall only apply in the event the employee remained on continuous active duty for two (2) years.

3. Sufficient proof of active military duty must be presented to the Employer prior to requesting such leave.

26.02 Military Training Leave:

1. Except as limited herein, a full-time employee covered by this agreement who is a member of any component of the Armed Forces of the United States or the State of New Jersey, and who is required to undergo military field training for a period of up to two (2) weeks, upon request, shall be granted leave of absence with pay to take part in such training.

2. The employee must provide a certified copy of orders for military training to the Employer prior to requesting leave for such training.

3. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the Borough had such training not been ordered: Except for employees in Section 5 below, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.

4. A full-time employee who has been continuously employed by the Employer for at least one (1) full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in Section 1 above.

5. A full-time employee who has not been continuously employed by the Employer for at least one (1) full year at the time military training is to commence may only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave, sick leave, or personnel leave, for the duration, or any part of, the period of military field training.

27.00 PENSION

27.01 The Borough of Moonachie shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the Statutes and laws of the State of New Jersey.

27.02 The Employer will pay the Public Employees Retirement System, of which the Borough of Moonachie is a member, such amounts which are levied by the System upon the Employer.

27.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate retirement fund, then and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

28.00 DISCIPLINE

28.01 An employee may be appropriately disciplined for violation of Borough policy, rules and regulations and may be discharged for good and just cause, all subject to and pursuant to applicable Laws of the State of New Jersey.

28.02 A grievance by an employee claiming that he has been unjustly discharged, fined or suspended must be submitted in accordance with the grievance procedure outlined in this Agreement unless such penalty and appeal procedure is governed by the rules and regulations of the Department of Personnel.

29.00 MATERNITY LEAVE

29.01 Leave of absence without pay shall be granted to female employees covered by this Agreement for a reasonable period of time to permit adequate pre-natal care and recovery after childbirth.

29.02 The employee has the option of using accumulated sick leave and/or earned vacation leave while she is on maternity leave. Absence in excess of available sick and vacation leave will be treated as leave without pay.

29.03 This Article is subject to any and all applicable and or developing law appertaining to the subject matter set forth herein.

30.00 TERMINAL PAYMENT

30.01 Upon an employee's regular retirement, disability retirement or resignation, the employee shall be entitled payment as follows:

(i) For retirement or termination prior to five (5) years of continuous full-time employment with the Borough of Moonachie the employee is eligible for reimbursement of up to a maximum of thirty (30) days of accumulated sick leave.

(ii) For retirement or termination after five (5) years of continuous full-time employment with the Borough of Moonachie the employee is eligible for reimbursement of up to a maximum of sixty (60) days of accumulated sick leave.

30.02 Terminal payment due to any employee who dies shall be paid to the estate of said employee.

30.03 Payments required hereunder shall not be made if an employee is terminated for just cause. The Employer's determination in this regard shall be final and not subject to challenge.

30.04 Any employee who shall have earned past accumulated sick leave shall be entitled to retain such prior sick leave.

31.00 SENIORITY

31.01 It is hereby agreed that the parties hereto recognize and accept the principal of seniority in all cases of transfer, promotions, assignment or schedules, lay-off and recalls. In all cases however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

31.02 An employee shall be deemed to be probationary following his regular appointment to a permanent position for a trial period of three (3) months. Employees may be dismissed without recourse during this probationary period for reasons relating to the employee's qualifications or performance.

31.03 The seniority of any employee is defined as the length of service as a Borough employee dating back to his first date of hire and by his job classification. It is understood that seniority shall be calculated from the rehire date if an individual returns as an employee of the Employer after said employment has ended.

31.04 In the event of lay-offs and rehiring, the last person hired in the job classification affected shall be the first to be laid-off, and the last person laid-off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner.

31.05 When promotions to a higher labor grade or transfers to another grade are in order the Employer will make an effort to make such promotions or transfer from among its regular employees. Consideration for such promotions or transfers shall be based on seniority and ability to perform the work. If an employee so promoted or transferred is not deemed qualified within ninety (90) days, the Employer may remove him and return him to his former position at the prevailing rate of pay of the lower grade.

31.06 Seniority shall be lost by an employee in accordance with Department of Personnel Regulations. This article shall be construed pursuant to the rules and regulations of the Department of Personnel.

32.00 CLOTHING ALLOWANCE

32.01 Each employee shall be provided a clothing allowance to purchase uniform items as listed in Section 32.02 of the contract using a Borough voucher.

The maximum annual clothing allowance per employee is Five Hundred and Twenty Five (\$525.00) Dollars.

32.02 The basic uniform for employees covered by this Agreement shall be:

D.P.W. All uniform clothing to be navy blue in color.

- Sweatshirts
- Summer pants
- Summer shirts
- Lightweight jackets
- Winter pants
- Winter shirts
- Work shoes
(safety shoes recommended)
- Tee shirts
- Insulated underwear

32.03 Any employee's uniform which is required in his employed capacity and which may be damaged during the course of employment will be replaced at the expense of the Employer except where such damage is caused by the negligence of the employee. Any such payments made under this section shall be in addition to the employee's annual clothing allowance otherwise referred to in the Agreement.

32.04 Employees are solely responsible for the care and safe-keeping of all uniforms and shoes.

32.05 Employees shall wear the prescribed uniform when reporting to work and may at the discretion of the Employer, be sent home until properly attired.

33.00 SEPARATION FROM EMPLOYMENT

33.01 Upon separation from employment, the employer shall pay the employee all monies due and owing the employee arising under this Agreement.

33.02 Severance - Any employee resigning from the Borough must give two (2) weeks notice to the Employer of his decision to leave the Borough. Except in cases of discharge for cause the Borough agrees to provide the employee two (2) weeks notice of any day off or discharge of such employee.

34.00 TELEPHONE

34.01 Each employee shall be required to submit his home phone number to Employer and shall be required to report any change of the said home phone number to Employer.

35.00 PROBATIONARY EMPLOYEES

35.01 Newly hired employees shall be classified as probationary employees during the first 90 days of employment, after which probationary employment, said employee shall be entitled to all of the benefits of this Agreement. Each new employee will then become eligible for all benefits pursuant to the terms and conditions of this Agreement.

35.02 Upon completion of the 90 day probationary period, the Borough Administrator shall submit to the Mayor and Council, a written performance evaluation of said employee, containing his recommendations as to continued employment; all final decisions regarding continued employment shall remain vested with the Mayor and Council.

35.03 This paragraph shall be construed in accordance with the Department of Personnel laws of the State of New Jersey.

36.00 TERM OF CONTRACT

36.01 This contract shall take effect January 1, 1995 and shall terminate on December 31, 1997, or at such time as a successor Agreement is executed.

37.00 FULLY BARGAINED PROVISIONS; MISCELLANEOUS

37.01 This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

37.02 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

37.03 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

37.04 This Agreement is not intended and shall not be construed as a waiver of any right or benefit which the employee or Employer herein are entitled by law.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals.

BOROUGH OF MOONACHIE

DEPARTMENT OF PUBLIC WORKS
EMPLOYEES OF THE MOONACHIE
DPW/DISPATCHERS ASSOCIATION

By *Frederick J. Dressel*
FREDERICK J. DRESSEL
Mayor

By *Robert Thomas*
Joe DeLeonandro

ATTEST: *Jean Finch*
Jean Finch, Borough Clerk

DATED: August 10, 1995

MEMORANDUM OF AGREEMENT

The parties in Moonachie Boro. and Moonachie Dept. of Public Works agree as follows:

1. Salary: effective January 1, 1995 \$1500.00 increase; effective January 1, 1996 \$1500.00 increase; and effective January 1, 1997 \$1500.00 increase.

All monies are retroactive to January 1, 1995.

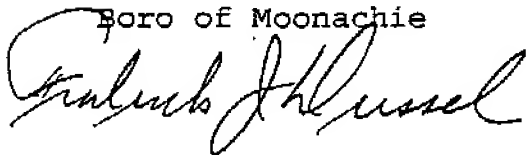
Dennis Williams shall receive the following:

\$ 24,000 in 1995; an increase of \$1500 in 1996 and the top rate in 1997.

2. Vacation: Effective January 1, 1996, all employees are entitled to use a total of five (5) vacation days without prior notice. These days are taken from their current annual allotment and are not additional days.
3. Work Hours: The work day shall consist of eight hours beginning at 7:00 am. and ending at 3:00 pm. The day shall include a thirty (30) minute paid lunch period. There shall be a total of fifteen (15) minutes travel time to and from lunch. The fifteen (15) minutes grace period allowed at the start of the work day shall be eliminated.
4. Restructuring of the work day : The schedule for the day shall be as follows: 7:00 am to 11:30 am; 12:00 to 3:00 pm.
5. All other terms and conditions shall remain status quo and the terms of this memo shall be added to the existing contract.
6. All parties acknowledge these terms and conditions shall be subject to ratification and the mediator retains jurisdiction.

Dated June 26, 1995

Boro of Moonachie



Moonachie D.P.W.



